

**CALL FOR TENDERS DOSSIER  
CALL FOR TENDERS N°07/2019\_SPARAC**

**DESIGN AND ELABORATION OF THE  
COLLABORATIVE PLATFORM OF SPECIALLY  
PROTECTED AREAS OF MEDITERRANEAN  
IMPORTANCE**

**August 2019**

**The French version of the document is the source document, the English version of the document is indicative only**

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## **SPECIAL TECHNICAL SPECIFICATIONS (S.T.S.)**

### **Article 1 – CONTEXT AND JUSTIFICATION FOR THE ACTION**

#### **1.1 - Description of SPA/RAC and its mission**

The Regional Activity Centre for Specially Protected Areas (SPA/RAC) was created in 1985 and established in Tunis through a decision of the Contracting Parties to the Convention for the Protection of the Marine and Coastal Environment of the Mediterranean (Barcelona Convention). It functions within the framework of the Action Plan for the Mediterranean – Barcelona Convention (UNEP/MAP) like other Regional Activity Centres : such as the Blue Plan (Plan Bleu) in France, the Regional Activity Centre for the Priority Action Programme (PAP/RAC) in Croatia, the Regional Mediterranean Centre for emergency intervention against accidental marine pollution (REMPEC – Regional Marine Pollution Emergency Response Centre) in Malta, the Regional Activity Centre for Sustainable Consumption and Production (SCP/RAC) in Spain and the Regional Activity Centre for Information and Communication (INFO/RAC) in Italy.

SPA/RAC's main aim is to contribute towards the protection, conservation and sustainable management of Mediterranean coastal and marine areas of special cultural and natural value and of threatened and endangered species.

Its mission, amongst other things, is to provide assistance to requesting Mediterranean countries for the creation and the management of protected areas, namely the Specially Protected Areas of Mediterranean Importance (SPAMIs).

#### **1.2 - Justification for the action**

The Contracting Parties to the Barcelona Convention established a List of the Specially Protected Areas of Mediterranean Importance (SPAMIs List) within the framework of the Protocol pertaining to the Specially Protected Areas and Biological Diversity in the Mediterranean (SPA/BD Protocol) to promote cooperation in the management and conservation of natural spaces as well as for the protection of threatened species and their habitats.

The areas on the SPAMI List are to serve as an example and model for the protection of the region's natural heritage in conformity with annex I of the SPA/BD Protocol.

So far 35 areas proposed by ten Contracting Parties are on the SPAMI List.

Since 2009 and in conformity with the provisions of the SPA/BD Protocol (and the procedure adopted for that purpose), the SPAMIs undergo ordinary periodical revisions which are to take place every six years starting from the date of their inclusion on the SPAMI List.

After several revisions of the SPAMIs, the different consultative technical commissions doing the evaluations often recommended to SPA/RAC to promote the networking and exchange between the SPAMIs.

Thus a SPAMI Twinning Programme was developed with the support of the Italian Ministry of the Environment, Land and Sea.

In order to facilitate exchanges between the managers and to promote the visibility of the SPAMI List, this programme aims to set up a collaborative platform meant mainly for the SPAMI managers.

This collaborative platform is to be a virtual work space to be located on SPA/RAC's internet site and which is to centralize all the documents, references and tools connected to the SPAMIs and to be made available to the managers and stakeholders concerned (authorities of the countries, managers, donors, scientists and the wider public) at different levels of accessibility.

## **Article 2 – ACTION OBJECTIVE**

The SPAMI platform aims to :

- i. Facilitate the knowledge sharing about the SPAMIs,
- ii. Promote exchanges and the sharing of good practices between the managers,
- iii. Provide tools to support the management of the SPAMIs and of the protected marine areas in general,
- iv. Promote the SPAMI list and improve its visibility

## **Article 3 – METHODOLOGY AND TASKS TO BE CARRIED OUT**

The following elements are to provide the information which the service providers will need in order to prepare their tender. A scoping meeting and phase I of this service will make it possible to define in detail the needs and to complete them if necessary.

As for the graphics part of all the following elements, SPA/RAC has already validated the graphic models of its future web site. It is essential that the developments which are the subject of this call for tenders are aligned with the graphic specifications which have been retained for the new SPA/RAC web site and its institutional graphic charter.

**The platform must be elaborated in two languages, French and English.**

The main information and tools proposed to be made available for the users of the SPAMI platform in two languages (French and English ) are:

1. Summary presentation sheets of the SPAMIs and the dates when they were included on the SPAMI List. These files will be interactive, with an attractive design and will concisely and alphanumerically present and describe all the SPAMIs.
2. Extensive and spatialized extensive data on SPAMIs: by directly linking the SPAMI platform with the platform on biodiversity in the Mediterranean (MPB) and the MAPAMED database (and vice versa), we can provide the users with detailed data on the natural characteristics of the SPAMIs and on their management (zoning, regulations, ...) by making it possible to create specific maps. We must see to it that MPB and MAPAMED have as much data as possible

pertaining specifically to the SPAMIs. The use of geospatial data for the SPAMIs/MPAs, including the limits etc must be given particular attention. The data approved by the UN Organisation is to be used and the disclaimers will be emphasized.

3. The ISEA schemas represent the management plans of all the SPAMIs : the ISEA schema is a representation (which takes up an A4 page) of the management plan of an MPA which provides information on the management objectives, the pressures, management constraints and management strategies/Programmes. It would be useful to make this information available to the different stakeholders so as to encourage comparisons and exchanges of best practices between the managers.
4. The presentation reports of the candidature dossiers of the SPAMIs and their periodical evaluation reports : These reports will be online in an electronic format and can be downloaded (PDF).
5. Online evaluation system of the SPAMIs. The collaborative platform will be connected with the online evaluation system of the SPAMIs. This system has limited access for the national authorities, the SPAMI managers and in an ad-hoc manner, for the experts who may be put in charge of the evaluations.
6. Management tools, online training modules (videos), guidelines and other technical tools as well as communication material : we can provide a lot of material which is useful for the managers as well as for the public (online training, guidelines, Management Plan....).
7. Information on the SPAMI Twinning Programme, its products and perspectives.
8. A discussion forum for the SPAMI managers : a discussion forum space for the SPAMI managers. Later on this forum could be open to the Mediterranean SPAMI managers community in general. This would facilitate exchanges between the SPAMI managers and help them to pass on their experience to other MPAs of the region.
9. Links with the internet site of each SPAMI : links to the internet sites of the SPAMIs (when they are available) or to the internet sites of the national or local authorities, Ministries, agencies, communes etc in charge of the management of the SPAMIs.
10. A list of SPAMI managers : a list with the details of the managers (and the management authorities) of the SPAMIs will be prepared. The international data protection regulations must be respected when it's a question of personal data.
11. A research module per keyword and a search engine per Habitat (reference list of types of habitats and species) (annex II and III of the SPA/BD Protocol )

### 3.1- Technical Specifications :

The SPAMI platform will display information on the 35 Mediterranean SPAMIs (number which will increase progressively). It will provide the following types of information:

- Spatial data available in the « shapefile » format which will be directly integrated from the MPB mapping server;
- Basic data : Name, Designation and Type of designation, Country, Status, Year of Creation, IUCN category, nature of the site, total surface area and marine surface area, Entity in charge/ data supplier, Entity which created the polygon, (according to the standards of the world database of the protected areas « WDPA »). This data will be read from the data server of the MAPAMED database ;
- Key management data : Name of the management authority, Type of governance, Objectives, applicable Regulations, Main measures of protection, Existence of no-take zones, Existence of a management plan, Adoption date of the management plan/in the course of development, Existence of a monitoring plan, Monitored species/habitats, Monitoring protocols and data/results etc, Existence of a management team. This data will be read from the MAPAMED database. In this space it will also be possible to directly upload the management plan of each SPAMI.
- Non spatial descriptive data giving a description of the site, its biodiversity, its Mediterranean importance, activities on the site and in the vicinity and their impacts, its legal status, its mode of governance and measures implemented for its management, financial and human resources available for its management and its protection, etc. This data will be read from the MAPAMED database. .
- The ISEA schemas represent the management plans of all the SPAMIs. The ISEA schema is a representation (which takes up an A4 page) of a management plan of an MPA which provides information on the management objectives, pressures, management constraints and the management strategies/Programmes. It would be useful to make this information available to the different stakeholders so as to encourage comparisons and exchanges of best practices between the managers. A schema will be prepared and uploaded manually in PDF format for each SPAMI.
- The presentation reports of the candidature dossiers of the SPAMIs and the periodical evaluation reports. These reports, comprising several files for each SPAMI, will be put online manually in an electronic format and can be downloaded (PDF).
- PDF evaluation files of the SPAMIs. The PDF formatted files and the evaluation results of each SPAMI will be available on the platform. A history background of the old evaluation files for each SPAMI will also be available with the corresponding downloading links. As for future development, the whole evaluation system of the SPAMIs will be a module to be developed on the Platform with a fine-tuned access management.
- A training space where videos will be listed, PDF files and other files corresponding to training tools made available to SPAMI managers. The videos will be hosted on external platforms (Vimeo and Youtube) and their link will be listed on the SPAMI platform with models of these videos. The PDF files and other types (Executable applications, Excel files ...) will be directly uploaded from the SPAMI platform and listed in this space. Additional information on each tool/file/PDF could be directly entered in the administration space.
- Information on the SPAMI Twinning Programme, its products and perspectives.
- A users' management module making it possible to create the necessary accounts for the SPAMI managers.
- A list of the SPAMI managers. A list with the details of the managers (and the management authorities) of the SPAMIs, namely:
  - First name and name
  - Country
  - Profile photo
  - Function
  - Affiliation entity
  - SPAMI concerned
  - Contact button
  - ... and any other suggestion.

- A discussion forum for the SPAMI managers. A discussion forum space for the SPAMI managers with various themes (topics).
- A simple and advanced research module to search for all types of information indexed on the platform (per country, per SPAMI, per keyword...).

The SPAMI platform will be accessible through a dedicated domain name and will be linked to the Mediterranean Biodiversity Platform (MBP) as well as to the MAPAMED database.

- The application must be bilingual (in English and in French which are the official working languages of SPA/RAC). The choice of language per user is done right at the beginning ;
- The application must use the open source softwares and languages (PHP, Python etc.) and PostgreSQL + PostGis as the database management system. The use of the Framework open source for development is strongly recommended (Symfony, Django, Flask etc...);
- The developed application will have static pages. It must include or be integrated with a contents management system for the management of these pages;
- The application must be deployed on the SPA/RAC server. An automatic installation module must be provided for as well as a backup/recovery module of the database. The use of docker is strongly recommended in this case ;

### *THE BACK-END*

- The application must have an access management system and for users depending on their role. At first there will be 6 profiles :
  - a. Super administrator ;
  - b. Administrator
  - c. SPAMI manager
  - d. SPA manager
  - e. Evaluator
  - f. Non registered user
 SPA/RAC will create the users. There must also be the possibility of creating and configuring other profiles if necessary.
- The application must directly integrate the data (shapefiles and metadata ) from the other GIS platforms of SPA/RAC (PMB, MAPAMED and SDF) and the link towards the layer on the original application (MAPAMED, PMB, FSD)
- Models will be prepared by the service provider as a guide in the development of the platform tools.
- Geolocalisation is a very important aspect in the data structure as research criteria and in the display of data and requests. The linkage with the Mediterranean Biodiversity Platform (MBP) and MAPAMED <sup>1</sup> must be ensured through the setting up of a layer on the mapping server.
- The application must integrate a module for the dynamic management of the menu and the static pages.

### *THE FRONT-END*

- The application must :
  - Take SPA/RAC's graphical charter into account
  - Be compatible with all the recent navigators
  - Be adaptive (responsive) to manage the mobile display (tablets and smartphones).

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<sup>1</sup> <http://data.medchm.net/>



- The application must make it possible to display the data in an attractive manner, the results of research work(s) and their export to different formats (CSV, Excel et PDF).
- The application must have a general dashboard (a well presented and organized page) as well as a number of key figures which will be calculated automatically ( the list to be defined ) in the form of tables and graphics as well as a dashboard per SPAMI (a page which corresponds to the country file) on the basis of the geographical localisation or the metadata of the inserted data.

## Article 4 – SERVICE DELIVERY PHASES

A scoping meeting will be organized with the SPA/RAC team at the beginning of the study (not exceeding 7 days from the date of the signing of the contract).

The service delivery must follow the following phases :

1. **Phase I** : a **fifteen day (15 days)** diagnosis period which must come up with a precise action plan and the technical means to be used for the implementation of all the requested tools ;
2. **Phase II** : development lasting for a **month and a half (45 days )** which must come up with a functional application ;
3. **Phase III** : test, tuning and training of SPA/RAC staff for a **month (30 days)** which produces deployed applications, without bugs and which are operational on the SPA/RAC<sup>2</sup> server.

At the end of this phase and after validation of all the final reports, SPA/RAC will produce a provisional acceptance report of the contract which will indicate the start of the three month (03 month ) guarantee period starting from the date of the provisional acceptance.

At the end of this period, SPA/RAC will declare the definitive acceptance of the contract.

A restitution meeting after the end of each phase is to be scheduled with the SPA/RAC team in order to agree on the diagnosis and the action plan.

Furthermore, SPA/RAC will provide the service provider with all the elements available so as to ensure a better understanding of its context and its objectives.

The service provider is free to specify the methodology he deems to be appropriate bearing in mind that it was suggested that there should be frequent and meaningful exchanges between SPA/RAC and the service provider.

## Article 5 – DELIVERABLES AND EXPECTED OUTCOMES

### Phase I :

The deliverables and expected outcomes of this phase are :

- A precise provisional report on the existing situation and the identification of the requirements.
- A provisional action Plan for the implementation of the platform describing the technical means to be used in order to obtain the requested tools.

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<sup>2</sup> SPA/RAC's server (CPU : Intel(R) Xeon(R) CPU E3-1240 v5 @ 3.50GHz, RAM : 32 GB, HDD : 6, SATA 6000 GB, OS : CentOS 7)

- A precise definitive report on the existing situation and the identification of the requirements (seven days after the date of the presentation meeting of the provisional report).
- An updated planning for the implementation of phases II and III.

A meeting will be organized with the SPA/RAC team to validate/adjust the diagnosis and the action plan.

**Phase II :**

- A definitive structure layout of the PostgreSQL database of the platform.
- A provisional version of the user handbook for the developed platform.
- A provisional version of the administration handbook for the developed platform.
- A clear detailed procedure illustrated by screenshots of the installation and potential problems and the procedures for solving them so as to be able, if necessary, to entrust another service provider with the maintenance of the solution or the development of evolutions.
- A development contracting manual so as to gain an understanding of the structure and the architecture of the source code/development keeping in mind future improvements of these tools.
- The various applications and tools developed, installed in a test mode, are to be functional.

**Phase III :**

- Report on the training of the staff concerned.
  - The final report of phase III comprising the 4 first deliverables of phase II, discussed and validated by SPA/RAC.
  - The SPAMI platform, installed on the SPA/RAC server, is functional, with a copy on a back-up device.
  - Report on the test procedures, tunings and eventual other interventions.
- 
- Reports on eventual interventions to resolve problems arising during the guarantee period.

## SPECIAL ADMINISTRATIVE CONDITIONS OF CONTRACT (S.A.C.C.)

### Article 1 – CONTRACT OBJECTIVE

Within the framework of the SPAMI Twinning Programme developed with the support of the Italian Ministry of the Environment, Land and Sea to facilitate exchanges between the managers and to promote the visibility of the SPAMI List, this programme envisages the setting up of a collaborative platform meant mainly for the SPAMI managers.

It is proposed that this collaborative platform be a virtual work space which will be on SPA/RAC's internet site and which will centralize all the documents, references and tools linked to the SPAMIs and make them available to the managers and actors concerned (authorities of the countries, managers, donors, scientists, the wider public) at different levels of accessibility.

The French version of this Tender document is the source document and constitutes **the reference** in case of divergence in interpretation. The English version of the document is indicative only to facilitate the comprehension of the requested services for English speaking consultants.

### Article 2 - CONDITIONS OF PARTICIPATION

The present call for tenders is open to consulting firms and to all other service providers with proven competence in the development of applications and Web databases and Geographical Information Systems (GIS), who have had no disputes with SPA/RAC and who have already carried out similar missions.

The service providers must prove that they have all the required legal and professional guarantees for the execution of the present mission under good conditions.

Participation as a joint-and-several liability consortium is allowed, provided that the leader be clearly designated in the consortium agreement, an original copy of which will be included in the tender.

The service provider or the consortium of interested service providers must bid for all the requested services. Any tender pertaining to one or several parts of the requested services will not be accepted.

### Article 3 – CONTENT OF THE TENDER DOSSIER

#### 3.1 Technical tender

It must contain :

- The service provider's references in providing similar services : The selected service provider must show a good understanding of our needs and constraints, mastery in the user interface design and a good knowledge of the wide range of the present open source Web technologies

(SGBD, mapping server , html5, etc.) and the design of databases and putting GIS data online via GIS Web solutions.

- The CV of the experts which the service provider is proposing for the implementation of the study, their diplomas, their experiences/references. The team must at least be composed of :
  - 1 project manager : computer science specialist or equivalent with experience in the development of web applications and the setting up of spatial data infrastructure
  - Expert 2 : computer science specialist or equivalent with experience in the analysis and design of a database including a geographical database and in backend programming
  - Expert 3 : computer science specialist or equivalent with experience in frontend development
  - Expert 4 : Web Designer

An expert may be proposed to execute 2 specialities at most. More than 1 expert per speciality may be proposed except for the project manager.

- A methodology note explaining the good understanding of the content of the mission to be carried out, the methods to be followed and the implementation stages.
- A chronogram of the services to be carried out specifying the intervention of the experts proposed for the mission.

### 3.2 Financial tender

The financial tender of the bidding service provider must include :

- The submission duly filled out according to the model in Annex 1 of the present Call for Tenders
- The bill of quantities duly filled out according to the model of Annex 2 of the present Call for Tenders.

The tender must be expressed in prices before tax. VAT is to be added. It will include all the costs linked to the execution of the service (annex 1 and 2 of the present dossier )

The financial tender must also include the following administrative documents :

- A tax certificate proving that the bidder has fulfilled his obligations to the fiscal administration, valid on the submission date.
- A Certificate of Balance delivered by the Social Security Service (CNSS) to which the bidder is affiliated, valid on the submission date.
- A certificate of non-insolvency valid on the date of the submission of the tenders.
- A sworn statement certifying that the bidder is not in any situation of incompatibility or any other situation which could impede his independence during the carrying out of his mission.
- A sworn statement from each member of the intervening team who was not part of the personnel, confirming that they accept to participate with the team in order to accomplish this mission.

In case there are any missing administrative documents, the bidder will be contacted to complete his dossier. If within 07 days the dossier is still incomplete then he will be eliminated.

### Article 4 – SUBMISSION OF TENDERS

The tenders will be submitted in one stage and will contain the documents indicated in points 3.1 and 3.2 of article 3.

Each bidder must send his tender documents via e-mail to the following address :

[car-asp@spa-rac.org](mailto:car-asp@spa-rac.org) (copy to [saba.guellouz@spa-rac.org](mailto:saba.guellouz@spa-rac.org)), the date of the electronic transmission serves as proof and indicating:

« **CALL FOR TENDERS N°07/2019\_ DESIGN AND ELABORATION OF THE COLLABORATIVE PLATFORM FOR SPECIALLY PROTECTED AREAS OF MEDITERRANEAN IMPORTANCE** »

**The deadline for receiving the tenders is 18th September 2019 at 23h59 ( Tunis Time).**

Any tender arriving at SPA/RAC after this date and after this time will be rejected.

## **Article 5 – ADDITIONS TO THE CALL FOR TENDERS DOSSIER AND/OR REQUEST FOR CLARIFICATION**

If some bidders would need information or would have doubts about the meaning of some parts of the tender documents, then they should refer to SPA/RAC through e-mail to the address as follows [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org), with a systematic copy to [saba.guellouz@spa-rac.org](mailto:saba.guellouz@spa-rac.org) and [dhia.guezguez@spa-rac.org](mailto:dhia.guezguez@spa-rac.org) so as to obtain the necessary clarifications before transmitting their tender within ten (10) days at the latest before the deadline for receiving the tenders. The response will be sent out via email to all the bidders who expressed, through email to the [car-asp@spa-rac.org](mailto:car-asp@spa-rac.org) address, their interest in participating in the call for tenders.

Additions to the Tender Documents can also be added by the client in order to enhance the understanding of the tender documents or to modify the information pertaining to the work places, the project, terms of reference, convention or to other tender documents ten (10) days at the latest before the deadline for receiving the tenders and thus they will be part of the Tender Documents.

No answer will be given to verbal questions and any interpretation by a bidder of the Tender Documents which were not part of an addition, will be rejected and will not involve any liability for SPA/RAC.

## **Article 6 - DEFINITION, CONSISTENCE AND PRICE VARIATION**

The services provided within the framework of this mission comprise an overall fixed price which is firm and non revisable.

### **6.1. Price variation**

The prices of the present contract are firm and non revisable.

### **6.2. Definitive prices**

Under no circumstances can the bidder backtrack on the contract prices which he agreed on .

## **Article 7 – TENDER VALIDITY PERIOD**

Any bidder who submitted a tender will be bound by his tender for 120 days starting from the day following the deadline fixed for receiving the documents. During that period the prices and information proposed by the bidder will be firm and non revisable.

## Article 8 – PAYMENT MODALITIES

Payments pertaining to the present contract whose amount is fixed in the submission documents (Annex 1), will be settled per phase, after validation by SPA/RAC, within 15 days after the receipt of the invoices and supporting documents and validation by SPA/RAC of the corresponding phase .

Payment modalities are as follows :

- 10% of the total amount after completion of the first phase and approval by SPA/RAC and validation of the « **final report** » of phase I ;
- 60% of the total amount after receipt and validation of the final report of phase II and after approval by SPA/RAC and validation **of all the deliverables scheduled in the 2<sup>nd</sup> phase of this contract.**
- 20% of the total amount after phase III with satisfaction and provisional receipt of the contract with no reservation.
- 10 % of the total amount, representing the holdback, two (02) months at the latest after the definitive reception of the contract.

## Article 9 – CRITERIA AND EVALUATION STAGES OF TENDERS AND ATTRIBUTION PROCEDURES

### 9.1 Evaluation of technical tenders

The evaluation committee which was set up at SPA/RAC, first reviews the technical tenders, the financial tenders remain closed.

A technical score is given to each tender out of a maximum score of 100 points, according to the following criteria:

- 1- Competences and references of the consulting firm, the consortium of the consulting firm or the service provider.
- 2- CV and references of the members of the technical team
- 3- Proposed implementation methodology
- 4- Implementation Planning and chronogramme specifying the intervention of each member of the project team.

Criteria		Score	
<b>1- References of the consulting firm/service provider</b>	<b>a) General references*</b>	Achieving 4 web Applications and more in the last 10 years	<b>12 points</b> maximum (3 points/ web Applications )
		No web application made in the last 10 years	0 points In this case the tender is eliminated
	<b>b) References in similar projects (Web application in the domain of the environment )</b>	Achieving 4 web applications and more in the last 10 years	<b>08 points</b> maximum (2points/Web Applications )
		No web application made in the last 10 years	0 points
<b>* The commissioner (SPA/RAC) reserves the right to ask for the links to the web applications presented as reference by the service provider. A web application may not be taken into consideration if the quality is deemed to be inadequate.</b>			
<b>2- Experience and references of the technical team</b>	<b>a) Project manager : web** application development</b>	Management of 4 projects and more in the last 10 years	<b>20 points</b> maximum (5 points/project)
		No project in the last 10 years	0 points
	<b>b) Diplomas</b>	Bac+4 and more (or equivalent)	<b>5 points</b> maximum
		< Bac+4 (or equivalent)	0 points
<b>** The commissioner (SPA/RAC) reserves the right to ask for the links to the web applications presented as reference by the service provider. A web application may not be taken into consideration if the quality is deemed to be inadequate.</b>			
<b>2- Experience and references of the technical team (next)</b>	<b>b.1) Experience : developer backend</b>	With very good experience (3 Applications and more ) in similar projects	<b>6 points</b> maximum (2 points/similar project )
		No experience in similar projects	0 points
	<b>b.2) Diplomas</b>	Bac+4 and more (or equivalent)	<b>4 points</b> maximum
		< Bac+4 (or equivalent)	0 points
	<b>c.1) Experience : developer frontend</b>	With very good experience (3 Applications and more ) in similar projects	<b>6 points</b> maximum (2 points/similar project )
		No experience in similar projects	0 points
	<b>c.2) Diplomas</b>	Bac+4 and more (or equivalent)	<b>4 points</b> maximum
		< Bac+4 (or equivalent)	0 points
	<b>d.1) Experience : web designer</b>	With very good experience (3 Applications and more ) in similar projects	<b>6 points</b> maximum (2 points/similar project)
		No experience in similar projects	0 points
	<b>d.2) Diplomas</b>	Bac+4 and more (or equivalent)	<b>4 points</b> maximum
		< Bac +4 (or equivalent)	0 points

<b>3- Methodology</b>	Adequately developed methodology complying precisely with the terms of reference	<b>15 points</b>
	Inadequately developed methodology and complying moderately with the terms of reference	10 points
	No methodology developed and not complying with the terms of reference	5 points
	No methodology presented	0 points
<b>4- Implementation Planning and chronogramme specifying the intervention of each member of the project team</b>	Adequately developed Planning and Chronogramme complying precisely with the terms of reference	<b>10 points</b>
	Inadequately developed Planning and chronogramme and complying moderately with the terms of reference	5 points
	No Planning and chronogramme developed and not complying with the terms of reference	0 points
<b>TOTAL</b>		<b>100 points</b>

**If the elements pertaining to 2 out of the 4 criteria of the technical evaluation are not met, the tender will be eliminated without getting any scores.**

Once the technical evaluation work has been completed, the Committee gives a technical final score to each tender ; the final total score is the arithmetical average of the final individual scores given by each member of the evaluation Committee.

Any tender which did not attain a minimum score of 80 points is eliminated. If no tender gets 80 points or more, then the call for tenders procedure is cancelled.

Out of those tenders that reach a threshold of 80 points, the best technical tender gets 100 points. The other tenders get a score calculated according to the following equation:

**Technical score = (final score of the technical tender in question / final score of the best technical tender note ) x 100.**

## 9.2 Evaluations of Financial Tenders

After the technical evaluation, the envelopes containing the financial tenders which have not been eliminated during the technical evaluation, are then opened.

The evaluation committee verifies that the financial tenders do not contain any obvious arithmetical errors. Eventual obvious arithmetical errors are corrected and the corrected figures are taken into consideration.



The evaluation committee then makes a financial comparison. The lowest tender gets 100 points. The other tenders get a score calculated according to the following equation:

**Financial score = ( amount of the lowest tender/amount of the tender in question) x 100.**

### 9.3 Conclusions of the evaluation Committee

The choice of the lowest tender stems from a weighting of the technical and financial scores according to the distribution key 80/20. Thus:

- The technical score will be multiplied by a coefficient of 0,80.
- The financial score will be multiplied by a coefficient of 0,20.

The weighted technical and financial tenders thus calculated are added to identify the tender which obtained the best final technico-financial score.

When two tenders obtain the same technico-financial score, preference will be given to the bidder :

- a) Who obtained the best technical score
- b) Who obtained the best total score pertaining to the references of the service provider
- c) Who obtained the best score pertaining to the references of the project manager
- d) Who obtained the best score pertaining to the methodological Score

### 9.4 Notification procedure and signing of contract

1. The provisionally retained bidder will receive a notification sent to his official address mentioned in the bid. Within the next **ten (10) days** he must fulfill all the formalities pertaining to the procurement and in particular he must return the contract duly filled out and signed.
2. If the retained bidder has not fulfilled his obligations, and as he was chosen to implement the contract and in view of his non compliance, then that choice will be simply and purely cancelled, without any recourse whatsoever. SPA/RAC furthermore will take all the necessary regulatory measures against him.
3. The retained bidder must, after the signing of the contract and in conformity with its conditions, take all the necessary measures so as to be able to start working on the mission as soon as he receives the Notice to proceed from SPA/RAC stipulating that he can start on the mission.

## Article 10 – MISSION IMPLEMENTATION DEADLINE

The maximum implementation duration for the application must not exceed three months, i.e. 90 days from the date of the signing of the contract. The applications must be ready (in phase II at least ) for demonstration for the Conference of the Parties of the Barcelona Convention COP21 (December 2019)

This deadline corresponds to the accumulation of the timelines for the three phases :

- **Phase I** : The deadline for phase I is 15 calendar days .
- **Phase II** : The deadline for phase II is 45 calendar days.
- **Phase III** : The deadline for phase III is 30 calendar days,

The three (03) months guarantee period starts after this phase.

The above indicated deadlines start from the next day after receiving the notification from SPA/RAC stipulating the start of each phase.

## **Article 11 – MONITORING, CONTROL AND VALIDATION OF THE WORK**

The service provider will work under the supervision of SPA/RAC's monitoring committee. The service provider will submit a provisional version of the reports of each phase within the timelines set so that it can be reviewed and commented by SPA/RAC, as the case may be.

The service provider must submit the final version for each phase 15 days after receiving SPA/RAC's remarks and comments on the provisional report.

## **Article 12 – LATE PENALTY FEES**

If the service provider does not complete the services for which he is responsible within the contractual deadlines as per article 10, a penalty of one hundredth (1/100) of the total contract amount (incl.taxes ) for each calendar day of delay, will be imposed as of right and without prior notice.

The late penalty amount will be deducted from the settlement amount.

The penalty amounts are capped at 10% of the total contract amount, inclusive of taxes. When this cap level is reached, SPA/RAC reserves the right to terminate the contract to the service provider's detriment, in conformity with article 21 below, without the service provider being able to raise any opposition or claiming any compensation whatsoever.

Furthermore, if the service provider is running late with one or several of the phases, and if the overall deadline is nevertheless respected, SPA/RAC will relieve him from the payment of the penalty which it would have imposed when the partial delays occurred.

## **Article 13 – PROVISIONAL AND DEFINITIVE RECEPTION**

Provisional receipt is declared after the completion of the services, i.e. after the finalisation of all the services described in article 3 and in point 3.1 of the « Technical Specifications » and the phases described in article 4 of the technical specifications. An evaluation of the deliverables of the different phases will be done by SPA/RAC within 30 days. The provisional receipt will be declared only if there is total conformity deemed to be conclusive by SPA/RAC through a provisional receipt report which is jointly signed by the service provider and SPA/RAC. The service provider must correct any gap identified by SPA/RAC during the completion of the different phases.

The definitive receipt will take place three (03) months after the provisional receipt date without reservation of the contract. The final reception report will be established only when the service provider has fulfilled all his obligations stemming from the obligations stipulated in article 3 and in point 3.1 of the « Technical Specifications » and article 4, after correction of any eventual irregularities.

## **Article 14 - FORCE MAJEURE**

Force majeure means any event beyond the control of a Party which makes the execution by a Party of its obligations impossible, or which makes this execution so difficult that it can be deemed to be impossible under such circumstances.

The party which invokes the case of force majeure must inform the co-contractor within seven (07) calendar days of its occurrence and so the contractual deadline will be suspended by joint agreement between the parties for the period covered by the case of force majeure.

SPA/RAC has the necessary latitude to assess the impediments invoked by the service provider as a case of force majeure to see whether the case is convincing and if not, then the working days lost will be considered as days of delay.

Failure by one of the Parties to comply with any of its contractual obligations does not constitute a breach of contract or a failure to comply with his contractual obligations if such a failure is the result of a case of force majeure insofar as the Party which finds itself in such a situation : a) has taken all the precautions and reasonable measures to permit him to respect the terms and conditions of the present contract; and b) has advised the other Party of the event as soon as possible.

Any deadline given to a Party for the execution of his contractual obligations will be extended by a period equal to the period during which that Party was unable to fulfill his obligations due to a case of force majeure.

## **Article 15 – GROUPING, SUBCONTRACTING**

### **15.1 Grouping**

Within the meaning of the present document, the consultancy firms, firms and service providers are considered as grouped and are called « grouping » (consortium) if they signed a sole joint undertaking. The consortium is either a joint-and-several liability consortium or a joint-liability-only consortium. It is a joint-and-several liability consortium if each partner is responsible for the whole contract and must correct any eventual shortcoming by one of his partners. One of them, designated in the act of engagement as the representative, then represents the consortium vis à vis the client. It is a joint-liability-only consortium when each partner is responsible only for the part of the contract he is to execute. However, one of them, designated in the act of engagement as the representative, is jointly-liable for each of the others with reference to his contractual obligations to the client, until the date when these obligations cease. That date is the effective date of reception of the services. The representative represents, until the date indicated above, all the partners vis a vis SPA/RAC for the execution of the contract in case the act of engagement does not indicate that the consortium is a joint-and-several liability consortium or a joint-liability-only consortium.

### **15.2 Subcontracting**

The service provider must execute the contract personally. He cannot transfer it to a company or entrust someone else with the execution of the contract.

## **Article 16 –THE SERVICE PROVIDER’S PERSONNEL**

The titles, positions, minimal qualification and the estimated duration of the execution of the services by the key members of staff described in article 9 must be respected :

- Unless SPA/RAC decides otherwise, there will be no change in the key personnel. If for reasons beyond the service provider’s control, it turns out to be necessary to replace one of the key members of the personnel, then the service provider will provide a person with equal or higher qualifications.
- If SPA/RAC (i) discovers that a member of the personnel is guilty of a serious breach or is prosecuted for a crime or an offence, or (ii) has sufficient reasons for not being satisfied with the performance of a member of the personnel, then the service provider must, at the motivated request of SPA/RAC, immediately provide a replacement whose qualifications and experience will be acceptable to the Client.
- The service provider will not be entitled to ask for payment for additional costs resulting from the withdrawal and/or replacement of the personnel member.

## **Article 17 - CONFIDENTIALITY CLAUSES /PROFESSIONAL SECRECY**

The retained service provider pledges to maintain total discretion with regard to the facts and information he obtained during the implementation of his mission.

Any team member assigned to the mission which is the object of the present specification who breaches the obligation of professional secrecy referred to above could be subjected to legal proceedings.

## **Article 18 – OWNERSHIP OF DOCUMENTS**

All the plans, drawings, specifications, studies, reports, other documents and softwares submitted by the service provider to SPA/RAC within the context of fulfilling the present contract, will become and will remain the property of SPA/RAC, and the service provider will hand them over to SPA/RAC.

## **Article 19 - CONFLICT OF INTERETS**

### **19.1 Prohibition of incompatible activities**

The service provider, the personnel and agents must not engage, directly or indirectly, during the contract implementation period, in professional or commercial activities which could be incompatible with the activities entrusted to them by the present contract.

### **19.2 Non-participation of the service provider and his associates in certain activities**

The service provider and his associates will not, during and after the implementation of the contract, provide goods, works or services meant for any project stemming from the Services or closely linked with them (with the exception of the implementation of the Services and their continuation).

## Article 20 – INSURANCE TO BE BORNE BY THE SERVICE PROVIDER

The service provider :

- a. Take out and maintain an insurance covering the risks and for amounts covering the market value, and
- b. At SPA/RAC's request, the service provider will provide proof that this insurance had been taken out and maintained and that the premiums had been paid.

## Article 21 – SETTLEMENT OF DISPUTES

If no amicable solution is found, all the disputes pertaining to this contract will be dealt with by the competent courts of law of Greater Tunis.

## Article 22 –TERMINATION OF CONTRACT

### 22.1 Contract termination by SPA/RAC

SPA/RAC can terminate the Contract via a written notification addressed to the service provider within a minimum period of thirty (30) days (*with the exception of cases indicated in paragraph (e) below, for which the minimum period of notice will be sixty (60) days*), due to one of the events indicated in paragraphs (a) and (e) hereafter:

- a. If the service provider is running late with the resulting maximum level of the late penalty fee being incurred in conformity with article 12.
- b. If the service provider does not remedy the breach of his contractual obligations within the thirty (30) days following the reception of the said notification or within a timeline which SPA/RAC could have accepted later on in writing:
- c. If the service provider goes bankrupt or enters into a legal settlement ;
- d. If, after a case of force majeure, the service provider is unable to execute a substantial part of the Services during a period at least equal to sixty (60) days; and
- e. If in SPA/RAC's opinion, the service provider engaged in corruption or in fraudulent manoeuvres in order to obtain it or in the course of the implementation of the Contract. For purposes of this clause: is guilty of « corruption » anyone who offers, gives, solicits or accepts any advantage whatsoever in order to influence the action of a public official during the selection or the implementation of the Contract ; and engages in « fraudulent manoeuvres », whoever distorts or denatures the facts in order to influence the selection or the implementation of the Contract in a manner detrimental to the Borrower ; by « fraudulent manoeuvres », is meant any understanding or collusive manoeuvres by the bidders (before or after the submission of the propositions) so as to artificially maintain the prices of the propositions at levels which do not correspond to those prices which would result from an open and free competition and which would deprive the Borrower of the advantages of the competition; or
- f. If SPA/RAC, on its own initiative and for any reason whatsoever, decides to terminate the contract.

### 22.2 Termination by the Service Provider

The service provider can terminate the contract via a written notification within a deadline not under thirty (30) days after the occurrence of one of the events described in paragraphs (a) and (b) below:

- a. If SPA/RAC does not pay, within forty five (45) days after receiving the service provider's written notification of the belated payment, the sums owed to the service provider, in conformity with the provisions of the contract, and not subject to any dispute,

- b. If after a case of force majeure, the service provider is unable to execute a substantial part of the Services for a period of at least sixty (60) days.

### **22.3 Payment after the termination**

After the termination of the contract, SPA/RAC will pay the service provider the following sums :

- a. The sum for the Services carried out satisfactorily up to the date of the termination, and
- b. In cases of termination other than those defined in paragraphs (a) and (b) of the Clause above, ( Termination by SPA/RAC), the reimbursement within a reasonable limit of the expenses resulting from the rapid conclusion and in good order of the Services, as well as the repatriation expenses of the service provider's personnel and the members of their family entitled to it.

### **Article 23 – DUES DUTY AND TAXES**

Unless indicated to the contrary in the contract, the service provider, the Subcontractors and the Personnel will pay the dues, duty and taxes imposed by virtue of the applicable Law whose amount is deemed to be included in the Contract Price.

**Annex n°1**

**TENDER SUBMISSION**

I, the undersigned ..... (Director/Manager ) of .....registered in the trade register on ..... Under number ..... Domiciled at ..... After taking due note of the dossier's documents for the call for tenders N° ....., launched by ....., pertaining to a mission of.....

Pledge to implement the requested services in conformity with the provisions defined in the documents as indicated via the prices established by myself without taking the taxes into consideration and knowing that the stamp duties and registration fees are to be borne by the insurer.

The total amount of my tender amounts to ..... (.....) Dinars excluding taxes

The total amount of the taxes amounts to ..... (.....) dinars

The total amount of my tender amounts to ..... (.....) dinars incl. taxes

I take due note of the fact that you do not have to follow up on the call for tenders and that I am not entitled to compensation.

I pledge that the conditions of my tender will remain valid for a period of hundred twenty days (120 days ) starting from the day after the deadline for the reception of the tenders.

SPA/RAC pledges to pay the amount after the signing of the convention into the current bank account of Bank ..... in the name of .....under the number :  
Bank                      Account                      Identification                      .....

I confirm, under penalty of termination of the contract to my own detriment, that I do not infringe any of the legal prohibitions promulgated in Tunisia.

**[Signature box]**

In ....., on .....

**(Name and First Name and function)**

**Good for submission**

**(Signature and official stamp)**

**Annex 2**

**BILL OF QUANTITIES OF THE TOTAL PRICE OF THE TENDER**

In support of the submission of his tender, the service provider gives a detailed breakdown of the docket according to the following model

Designation	Unit price (excl. VAT) Man/day	1 <sup>st</sup> phase		2 <sup>nd</sup> phase		Total phase (1+2+3)	
		Duration	Sub-total	Duration	Sub-total	Duration	Sub-total
<b>Fees</b>							
Project manager							
Expert 1 : backend							
Expert 2 : Frontend							
Expert 3 : Web designer							
<b>Other costs (excl. VAT)</b>							
Trips and accommodation							
Reproduction							
Other costs necessary for the smooth implementation of this contract							
<b>Sub-total/phase (excl.VAT)</b>							
					<b>TOTAL excl. VAT</b>		

**The tender, including all taxes, amounts to**

.....  
 .....

**In ....., on .....**

**(Signature and bidder's official stamp )**